

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**USDA FOREST SERVICE, NORTHERN REGION**  
**USDA NATURAL RESOURCES CONSERVATION SERVICE**  
**USDA FARM SERVICE AGENCY**  
**DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT**  
**MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION**  
**MONTANA CONSERVATION DISTRICTS**  
**MONTANA DEPARTMENT OF AGRICULTURE**  
**and the**  
**MONTANA STATE UNIVERSITY EXTENSION**

This Memorandum of Understanding is hereby entered into by and between the aforementioned parties in Montana.

**I. PURPOSE:**

The purpose of this Memorandum of Understanding (MOU) is to provide a framework for multi-agency cooperation between federal, state, and county land management and extension agencies for emergency wildland fire rehabilitation assistance to private landowners in Montana.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

Most federal and state land management agencies in Montana have programs and processes in place to guide post-wildfire emergency rehabilitation efforts on public lands. While there are several individual agency programs that can be beneficial for private landowners when dealing with post-fire emergency wildland fire rehabilitation, there is no comprehensive and unified process for delivering recovery assistance to private landowners and rural communities. A coordinated process is essential for:

- Improving the efficiency and effectiveness of post-wildfire emergency rehabilitation for private landowners;
- Providing streamlined information flow to and from Incident Management Teams, Burnt Area Emergency Response (BAER) teams, service providers, local government, affected landowners, media and other parties;
- Leveraging federal and state cost-share and assistance programs; and
- Reducing redundancy in program delivery.

Federal and state land management agencies have the resources, expertise, and ability to assist private landowners and local governments with post-fire emergency rehabilitation and/or recovery. Providing this will contribute to the maintenance of the quality of the

human and natural environment, the regional economy, and the sustainability of local communities. In consideration of the above premises, the parties agree as follows.

### III. PARTICIPATING AGENCIES SHALL:

- A. Recognize the benefit of a coordinated multi-agency effort for identifying post-wildfire emergency rehabilitation needs across jurisdictions and ownerships, while maintaining consideration for individual landowner goals, objectives, and land management practices.
- B. Assist in the development of a cooperative emergency wildfire rehabilitation response plan (Plan) for private landowners to the extent practicable and contingent on other duties, authorities and funding. The Plan will include provision for assessment of damages, mitigations and costs; provision for coordinated technical and financial assistance to private landowners; statewide rollup of damages and costs; coordinated efforts in obtaining and distribution of financial assistance; and a monitoring and reporting component. Participation may include, but is not limited to, participating in planning and coordination meetings, assisting in the development of documents, and development and participation in workshops and trainings. The specific schedule and nature of participation will be by mutual agreement of the participating agency contacts.
- C. Assign a staff member to serve as the agency contact and participate in a Multi-Agency Post Wildfire Assistance Group that will develop and implement the Plan. Each agency will designate an agency representative (see Attachment A). The Department of Natural Resources and Conservation will serve as lead agency and will coordinate the process through the Multi-Agency Post Wildfire Assistance Group.
- D. Support the utilization of Local Implementation Teams (LITs) as a mechanism to coordinate information and rehabilitation response to wildfires (see Attachment B).

### IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

- A. **Freedom of Information Act (FOIA) and Right To Know.** Any information furnished to the Forest Service or the Bureau Of Land Management under this agreement is subject to the Freedom of Information Act (5 U.S.C. § 552, *et seq.*). Any information furnished under this agreement is subject to Montana's right to know provision found at Article 2, Section 9 of the 1972 Montana Constitution, and this provision's implementing legislation found in Title 2, Chapter 6 of the Montana Code Annotated.

- B. **Participation in Similar Activities.** This agreement does not restrict any signatory from participating in similar activities with other public or private agencies, organizations, and individuals.
- C. **Principal Contacts.** The principal contacts for this agreement are: Refer to Attachment A.
- D. **Non-Fund Obligating Document.** This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
- E. **Modification.** Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
- F. **Termination.** Any of the parties, in writing, may terminate their participation in the agreement, in whole or in part, upon thirty (30) days written notice to the other parties. During this period, the parties shall make good-faith efforts to resolve any disagreement.
- G. **Commencement/Expiration Date.** The instrument is executed as of the date of the last signature and is effective through **December 31, 2012**, at which time it will expire. This MOU will be evaluated through consultation among all signatory partners for extension prior to expiration.
- H. **Establishment of Responsibility.** This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
- I. **Responsibilities of Parties.** The agencies participating in the agreement and their offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

## ATTACHMENT A

### I. CONTACT LIST

Office/Department	Contact	Phone	E-mail
USDA Natural Resources Conservation Service	Ron Nadwornick	406-587-6998	ronald.nadwornick@mt.usda.gov
USDA Farm Service Agency	Glenn Patrick	406-587-6880	Glenn.patrick@mt.usda.gov
USDA Forest Service	Bruce Sims	406-329-3447	bsims@fs.fed.us
Department of Interior, Bureau of Land Management	Mike Philbin	406-896-5041	mphilbin@blm.gov
Montana Department of Natural Resources and Conservation	Rob Ethridge	406-542-4303	rethridge@mt.gov
Conservation Districts	Pete Woll	406-857-2068	fcd2@flatheadcd.org
Montana Department of Agriculture	Dave Burch	406-444-3140	dburch@mt.gov
MSU Extension	James Knight	406-994-1750	jknight@montana.edu

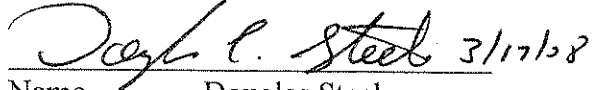
### II. AGENCY INTERESTS RELATED TO THIS MOU.

#### A. Montana Department of Natural Resources and Conservation (DNRC)

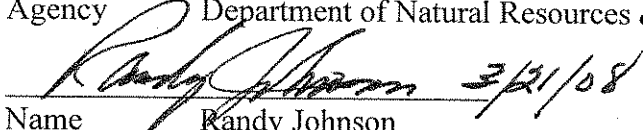
1. DNRC is responsible for promoting the stewardship of Montana's water, soil, forest, and rangeland resources and for regulating forest practices and oil and gas exploration and production. The Department is organized into seven divisions: Centralized Services Division, Conservation and Resource Development Division, Forestry Division, Trust Land Management Division, Water Resources Division, Oil and Gas Conservation Division, and Reserved Water Rights Compact Commission. The Forestry Division provides wildfire protection on State protection lands, provides aviation services, provides technical forestry assistance to private forest landowners, operates a conservation seedling nursery for

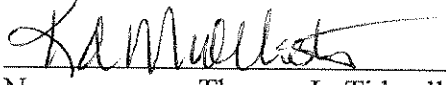
- J. **Authorized Representatives.** By signature below, each Cooperator certifies that the individuals listed in this document as representatives of the individual Cooperator are authorized to act in their respective areas for matters related to this agreement.

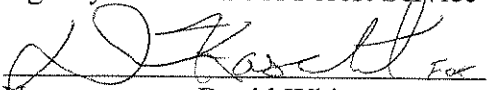
THE PARTIES HERETO have executed this agreement

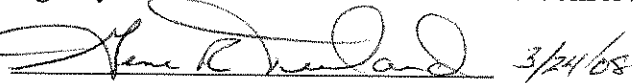
 3/17/08  
Name Douglas Steele  
Title Vice Provost and Director  
Agency Montana State University Extension

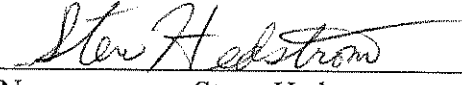
Name Mary Sexton  
Title Director  
Agency Department of Natural Resources & Conservation

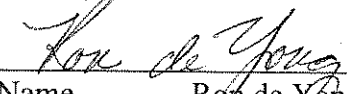
 3/21/08  
Name Randy Johnson  
Title State Executive Director  
Agency Farm Service Agency

  
Name Thomas L. Tidwell  
Title Regional Forester, Region 1  
Agency USDA Forest Service *en 3/10/08*

 3/21/08  
Name David White  
Title State Conservationist  
Agency USDA Natural Resource Conservation Service

 3/24/08  
Name Gene R. Terland  
Title State Director  
Agency USDI Bureau of Land Management

  
Name Steve Hedstrom  
Title President  
Agency Montana Association of Conservation Districts

  
Name Ron de Yong  
Title Director  
Agency MT Department of Agriculture

state and private lands, and regulates forest practices and wildfire hazards created by logging or other forest management operations on private lands. The Trust Land Management Division is responsible for managing the surface and mineral resources of forested, grazing, agricultural, and other classified state trust lands to produce revenue for the benefit of Montana's public schools and other endowed institutions.

2. DNRC's primary interests for the purposes of this MOU include:
  - a. Work in conjunction with other Service Provider agencies and organizations to deliver coordinated, efficient and effective wildfire rehabilitation and recovery assistance to impacted private landowners.
  - b. Provide Service Foresters, as fire suppression activities allow, to assist LITs with landowner impact assessment, rehabilitation and recovery efforts.
  - c. Provide cost-share assistance through participation in project design development, contract administration and, when available, providing cost-share funding.
  - d. Assisting with multi-agency rehab and recovery training with technical advice, instruction, and funding as available.
  - e. Commitment to LITs as schedules and logistics allow.
  - f. Contact point with Montana Governor's office on multi-agency wildfire rehabilitation and recovery issues.

**B. USDA Natural Resources Conservation Service (NRCS)**

1. NRCS is responsible for providing leadership in a partnership effort to help people conserve, improve and sustain our natural resources.
2. NRCS' primary interest in this MOU is to coordinate with other agencies and organizations the wildfire rehabilitation and recovery assistance to impacted private landowners.

**C. USDA Farm Service Agency (FSA)**

1. FSA administers and manages farm commodity, credit, conservation, disaster, and loan programs as laid out by Congress through a network of federal, state and county offices. FSA is responsible for equitably serving all farmers, ranchers and agricultural partners through the delivery of effective, efficient agricultural programs.

2. FSA's primary interest for the purposes of this MOU is to coordinate with other agencies and organizations for recovery assistance to impacted private agricultural landowners.

D. **USDA Forest Service (USFS)**

1. USDA Forest Service's primary interests for the purposes of this MOU include:
  - a. Help government and non-government organizations coordinate their efforts to assist communities and private landowners before, during and after wildfires.
  - b. Within established authorities, enable actions for recovery and assistance across land ownership and jurisdictional boundaries.
  - c. Emphasize coordination as a means to help direct limited resources to where they are most needed, when they are needed to improve the efficiency and effectiveness of the agencies and organizations that provide assistance.
  - d. Coordinate with appropriate federal, state and local government and the public when conducting emergency stabilization and assessments of burned areas on National Forest Lands.
  - e. Make post-fire restoration training and technology transfer opportunities available to other federal agencies and state and local government personal.

E. **Department of the Interior, Bureau of Land Management (BLM)**

1. BLM is responsible for sustaining the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations. The BLM manages approximately 8 million acres within the State of Montana. These lands are administered in accordance with several laws, the most comprehensive of which is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands.
2. BLM's primary interests for the purposes of this MOU include:
  - a. The BLM-managed lands are often intermingled or adjacent to other public or private lands, making interagency/organizational

coordination and cooperation important parts of resource management.

- b. Section 3.9 of the Department of the Interior's (DOI) Wildland Fire Manual (620 DM 3) directs DOI Bureaus to cooperate with other international, federal, tribal, state, or local organizations to provide burned area emergency stabilization and rehabilitation assistance as authorized by formal signed agreements (including MOUs). This MOU would fulfill this requirement.
- c. To guide the implementation of the draft Interagency Burned Area Emergency Response Guidebook; Section 3.5 of this guidebook states that "the BIA, BLM, NPS, FWS and USDA FS will coordinate emergency stabilization program activities locally and nationally. Coordination of emergency stabilization efforts with the incident management team, other federal land management agencies, other federal (e.g., NRCS, BOR, DOD, USGS, etc.), state and local agencies, tribes, and private landowners is encouraged to meet program objectives."
- d. To provide guidance for implementing the Montana Cooperative Fire Protection Agreement (BLM Agreement Number BLM-MOU-MT925-0502). Section 41 deals with "Suppression Damage and Rehabilitation."
- e. The Wyden Amendment ((16 U.S.C. 1011(a) as amended) gives the BLM the authority to enter into agreements with other federal agencies; tribal, state, and local governments; and profit entities for the purpose of restoring impacted resources and reducing the risk to public safety resulting from natural disasters. While this MOU would not replace the need for a separate agreement, it would help clarify procedures. The BLM handbook H-1742-1 (**BURNED AREA EMERGENCY STABILIZATION AND REHABILITATION**) Section B.44 spells out specific terms and conditions for using the Wyden Amendment for BAER-related activities.

F. **Conservation Districts**

- 1. Conservation Districts are responsible by state law for providing for the conservation of soil and water resources and preserving natural resources for the protection and promotion of the health, safety and general welfare for the people of Montana.
- 2. Conservation Districts' primary interest for the purposes of this MOU includes the proper restoration and management of the state's soil, water, forest and range resources.



G. **Montana Department of Agriculture (MDA)**

1. MDA is responsible for oversight of the Noxious Weed Trust Fund Program, the Noxious Weed Seed-Free Forage Program, biological control of weeds effort, Aquatic Vegetation Management Program, technical expertise in all aspects of weed management, support of statewide and regional weed efforts, and coordination of efforts between state, federal, county and private land managers. The MDA provides coordination for the proper management of invasive plant species, including the implementation of actions to prevent, eradicate, or control the spread through an integrated management system.
2. MDA's primary interests for the purposes of this MOU include:
  - a. To restore healthy, productive ecosystems from the effects of wildfires and invasive plant species.
  - b. Coordinate among the parties' respective state weed management plans to survey, eradicate, or control common invasive plant species.
  - c. Provide leadership, education and communication in the prevention, eradication, and containment efforts.
  - d. Provide cost-share funding through the "WEEDS AFTER FIRE" grant program.
  - e. Point of contact for the Governors Noxious Weed Summit Advisory Council.

H. **Montana State University Extension (MSU Extension)**

1. MSU Extension is responsible for providing science-based information to Montana citizens through their network of County Extension faculty. MSU Extension is a statewide educational outreach network that applies unbiased, research-based university resources to practical needs identified by the people of Montana in their home communities. The Extension network connects researchers and educators on the MSU campus with a web of MSU Extension faculty located throughout the state's 56 counties and seven reservations. Cooperating with local governments and citizens, MSU Extension agents and campus-based specialists collaborate to develop educational programs and partnerships that make a positive difference in people's daily lives. The result is a dynamic cycle of timely and relevant knowledge, resources and support to help Montanans meet new challenges, make informed decisions and take action to improve their own quality of life.

2. MSU Extension's primary interest for the purposes of this MOU include serving as a point of contact before during and after wildfire to direct effected citizens to appropriate sources of assistance. MSU Extension also provides expertise from University faculty in weed control, watershed, range, insect, livestock, wildlife and forest management. Extension Specialists may also provide programs and expertise in farm/ranch tax, business, records and policy.

## Attachment B

### **DRAFT OPERATING PLAN FOR LOCAL IMPLEMENTATION TEAMS**

1. Local Implementation Teams (LITs) are comprised of local natural resource-based service providers (e.g., NRCS, DNRC, Conservation Districts, RC&D's, County Commissioners and other local government, County Weed Coordinators, FSA, County Extension Agents, USFS, BLM, etc.).
2. The purpose of LITs is to develop assessments, multi-landowner rehabilitation plans, and assist private landowners in implementing rehabilitation and recovery activities.
3. The primary role and functions of the LIT will be to:
  - Coordinate information on assistance programs available as appropriate to local situations.
  - Provide a credible and accessible interface for private citizens concerning government wildfire recovery efforts.
  - Compile an itemized list of costs that addresses identified needs for rehabilitation and recovery.
  - Provide estimates for damages and associated costs by resource damaged (fence, feed, seed, bridges, erosion control, etc.) by landowner group (FS, BLM, State, Industry Private, Non-Industry Private, other) when practical by individual fire and submit to a Multi-Agency Post Wildfire Assistance Group.